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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON  
PORTLAND DIVISION

JENNIFER G. O'DONNELL,

Plaintiff,

v.

INTEL CORPORATION LONG TERM  
DISABILITY BENEFIT PLAN, an  
employee welfare benefit plan,

Defendant.

Case No.

COMPLAINT FOR LONG-TERM  
DISABILITY INSURANCE BENEFITS

(Employee Retirement Income Security  
Act of 1974, 29 U.S.C. § 1132(a)(1)(B))

COMES NOW Plaintiff, Jennifer G. O'Donnell. ("Plaintiff"), with a complaint for long-term disability insurance benefits and alleges the Intel Corporation Long Term Disability Benefit Plan ("Defendant"), as follows:

**I. CAUSE OF ACTION**

**1.1**

This action is brought on behalf of Plaintiff, pursuant to the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq. ("ERISA"). Plaintiff seeks to recover from Defendant all unpaid Long-Term Disability ("LTD") benefits pursuant to the terms of an LTD Plan ("LTD Plan") provided by Intel pursuant to 29

1 U.S.C. § 1132(a)(1)(B). Plaintiff seeks these remedies, prejudgment and post-judgment  
2 interest, plus her costs and reasonable attorney fees pursuant to 29 U.S.C. § 1132(e)(1),  
3 (f), and (g).

## 4 **II. IDENTIFICATION OF PLAINTIFF**

### 5 **2.1**

6  
7 At all times material herein, Plaintiff was a resident of Multnomah County,  
8 Oregon.

### 9 **2.2**

10 At all times material herein, Plaintiff was employed by Intel Corporation  
11 (“Intel”).

### 12 **2.3**

13 At all times material herein, Intel offered a short term disability plan (“STD  
14 Plan”) and the LTD Plan to its employees as part of employee welfare benefit plans  
15 pursuant to ERISA, 29 U.S.C. § 1002(1).  
16

### 17 **2.4**

18 At all times material herein, Plaintiff was a participant under the STD and LTD  
19 Plans.  
20

## 21 **III. IDENTIFICATION OF DEFENDANT**

### 22 **3.1**

23 At all times material herein, Intel was the plan administrator of the LTD Plan  
24 pursuant to ERISA, 29 U.S.C. § 1002(16)(A).  
25  
26

## 3.2

At all times material herein Intel was the sponsor of the LTD Plan pursuant to ERISA, 29 U.S.C. § 1002(16)(B).

## 3.3

At all times material herein, the Reed Group (“Reed”) was the claims administrator of the LTD Plan, within the meaning of ERISA, 29 U.S.C. § 1002(16)(A).

## 3.4

At all times material herein, Claim Appeal Fiduciary Services, Inc. (CAFS), served as the claims administrator of the LTD Plan, within the meaning of ERISA, 29 U.S.C. § 1002(16)(A), for the review and determination of the second mandatory appeal of an adverse claim determination.

#### IV. JURISDICTION AND VENUE

## 4.1

Jurisdiction is conferred on this court by ERISA, 29 U.S.C. § 1132(e)(1), (f), and (g), which gives the United States district courts jurisdiction to hear civil actions brought to recover plan benefits, as well as other declarative relief and attorney fees and costs, under ERISA.

## 4.2

Venue is proper in this district court pursuant to ERISA, 29 U.S.C. § 1132(e)(2), and pursuant to 28 U.S.C. § 1391.

**V. FACTS SUPPORTING CLAIM**

**5.1**

Around July 23, 2014, Plaintiff became disabled.

**5.2**

Plaintiff's claim was related to failed back syndrome, cervical myelopathy, and fibromyalgia, among other things.

**5.3**

Plaintiff's claim for STD benefits was approved and she received STD benefits from July 23, 2014 through July 21, 2015, the maximum duration.

**5.4**

Plaintiff submitted her claim for LTD benefits under the LTD Plan around April 15, 2015.

**5.5**

Plaintiff returned to work on June 8, 2015, working with restrictions and limitations of working 2 hours a day, working through June 22, 2015.

**5.6**

Plaintiff attempted to increase her work day to 3 hours on June 23, 2015, but found it impossible to do so and this was her last day of work.

**5.7**

Plaintiff's claim for LTD benefits was denied by Reed on July 30, 2017, effective July 22, 2015.

5.8

Plaintiff's employment with Intel terminated August 20, 2015.

5.9

Around January 18, 2016, Plaintiff appealed Reed's denial.

5.10

Around February 17, 2016, Reed reversed its denial, awarding benefits effective July 22, 2015 through January 19, 2016.

5.11

Around April 6, 2016, Reed notified Plaintiff that it was denying her claim for benefits effective January 20, 2016.

5.12

Around July 22, 2016, Plaintiff appealed the April 6, 2016, denial.

5.13

Around October 12, 2016, Reed upheld its April 6, 2016 denial.

5.14

Reed received Plaintiff's second appeal on November 16, 2016.

5.15

Pursuant to the terms of the Plan, Reed forwarded Plaintiff's second appeal to CAFS, who on February 16, 2017, denied Plaintiff's second appeal and upheld Reed's April 6, 2016 denial.

## 5.16

Plaintiff has complied with all contractual requirements of the LTD Plan, including but not limited to the submission of sufficient medical proof of his ongoing medical conditions.

## 5.17

Defendant wrongfully denied Plaintiff's claim for benefits, which wrongful decision was upheld by CAFS.

## 5.18

Defendant's wrongful denial was and still is violation of ERISA, 29 U.S.C. § 1132(a)(1)(B).

## 5.19

As a direct and proximate result of Defendant's wrongful denial of Plaintiff's LTD benefits, Plaintiff has been damaged in the amount of each unpaid monthly benefit payment from January 20, 2016 through date of judgment.

## 5.20

As a direct and proximate result of Defendant's wrongful denial of LTD benefits, Plaintiff is entitled to recover pre-judgment interest, which is accruing on each unpaid monthly benefit payment from January 20, 2016 through date of judgment.

5.21

As a direct and proximate result of Defendant's wrongful denial of LTD benefits, Plaintiff has incurred attorney fees and costs that are recoverable pursuant to ERISA, 29 U.S.C. § 1132(g)(1).

**WHEREFORE**, Plaintiff prays for judgment against Defendant as follows:

A. For the gross amount of each unpaid monthly benefit payment from January 20, 2016 through date of judgment pursuant to ERISA, 29 U.S.C. § 1132(a)(1)(B);

B. For a declaration that Defendant breached its fiduciary duty to Plaintiff, and estopping Defendant from continuing to deny Plaintiff's claim;

C. For a declaration that Plaintiff is entitled to receive her full monthly benefit under the LTD Plan for as long as she remains disabled under the LTD Plan;

D. For Plaintiff's attorney fees and costs pursuant to ERISA, 29 U.S.C. § 1132(g)(1);

E. For pre-judgment and post-judgment interest; and

F. For such further relief as the court deems just and equitable.

DATED this 1st day of November, 2017.

/s/ Chris Roy

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